

BILL NO. S-77-06-50

SPECIAL ORDINANCE NO. S- 139-77

AN ORDINANCE approving a contract with Village Two, Inc. for Water Contract 7703 - Water Mains for Lofton Woods Add., Sec. III.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated June 15, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Village Two, Inc., for:

That the UTILITY and the CONTRIBUTOR shall proceed dependend upon procurement of materials and labor and with reference to other similar work of said parties to construct 6360+ feet of twelve (12") inch and six (6") inch water mains, including all necessary fittings as follows:

Lofton Way from Lake Avenue to Countess Drive; Countess Drive from the West property line of the Indiana and Michigan easement to the East property line of Lot #89; Duprey Drive from Countess Drive to the North property line of Lot #58; Winslow Place from its Western terminus to its Eastern terminus; Highgate Place from its Western terminus to its Eastern terminus; Randford Drive from Lofton Way to its Northern terminus, all in LOFTON WOOD ADDITION, SECTION III.

for a total cost of \$25,757.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Salvino, and duly adopted, read the second time by title and referred to the Committee on City Statistics (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County-Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____ at _____ o'clock _____ M., E.S.T.

DATE: 6-28-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.
PASSED ~~(lost)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	_____	_____	_____	<u>X</u>	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 7-12-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 139-77 on the 12th day of July, 1977
ATTEST: (SEAL) John Nuckols
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of July, 1977 at the hour of 1:00 o'clock P M., E.S.T.
Charles W. Westerman
CITY CLERK

Approved and signed by me this 13th day of July, 1977, at the hour of 2:20 o'clock P M., E.S.T.
Rahat Elmestony
MAYOR

Bill No. S-77-06-50

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with Village Two, Inc. for Water Contract 7703 - Water
Mains for Lofton Woods Add., Sec. III

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance dd PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

7-12-77 CONCURRED IN
DATE 7-12-77 CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Board of Public Works

Date May 27, 1977

From D. L. Foland

Execution & Council approval - Lofton Woods, Sec. III, Contract #7703

Subject B.O. #37-77, W.O. #63354

COPIES TO:

NOTED

☐ H.P.W.

☐ E.H.L.

☐ M.G.S.

Date _____

Attached is the original of the above referenced water main contract for the construction of approximately 6360' of 12" & 6" water main in the above subdivision. The construction of these mains will complete the 12" trunk main cross-tie for our system, between Maysville Road and E. State Blvd., in accordance with our master plan.

Based upon design in accordance with the Water Utility's Criteria, the development requires 6" mains throughout this subdivision. However, a 12" main on certain streets are required for compliance with our master plan.

As a result of the needs of both the developer and the Utility, the developer has obtained quotations from 3 contractors for this construction and we have estimated its cost and the cost sharing. A copy of the quotations and our comparison of these costs is attached for your reference.

The attached contract was prepared based on the quotation of North Eastern Construction Co., which results in the Utility paying \$25,759.00 (out of pocket) plus furnishing of certain items valued at \$4758.00, for a total Utility participation in this project of \$30,515.00. This figure is in line with our estimated cost, being well below it. Therefore, we recommend the Contract be executed and forwarded to the City Council for approval at the earliest possible date.

I would call your attention to the fact that these mains are needed shortly because the subdivision in question will be the site of the 1977 Parade of Homes. Houses are already under construction in this area for that purpose. Also, the developer has taken it upon himself to proceed with the construction of the mains knowing it requires Council approval, and also knowing the liability for the total construction is his, should you or the Council fail to approve this oversizing. His choice to proceed with construction on this basis was due to the short time left until the Parade of Homes requires the water and the need for other utilities, and street construction, etc., which will be required for this Parade of Homes.

If you have any questions regarding this project, I am at your disposal to discuss them.

D. L. Foland

D. L. Foland, P.E.
Chief Water Engineer

DLF/klr

attachment

BOARD OF PUBLIC WORKS

MAY 31 1977

64-264-21

6/14/77

THIS AGREEMENT, made and entered into this 15 day of June, 1977, by and between VILLAGE TWO, INC., hereinafter called CONTRIBUTOR, and the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, by and through the Board of Public Works of said City, hereinafter called UTILITY, WITNESSETH:

1. That the UTILITY and the CONTRIBUTOR shall proceed dependend upon procurement of materials and labor and with reference to other similar work of said parties to construct 6360± feet of twelve (12") inch and six (6") inch water mains, including all necessary fittings as follows:

Lofton Way from Lake Avenue to Countess Drive; Countess Drive from the West property line of the Indiana and Michigan easement to the East property line of Lot #89; Duprey Drive from Countess Drive to the North property line of Lot #58; Winslow Place from its Western terminus to its Eastern terminus; Highgate Place from its Western terminus to its Eastern terminus; Randford Drive from Lofton Way to its Northern terminus, all in LOFTON WOOD ADDITION, SECTION III.

2. That said water main system shall be constructed according to the standards, plans, and specifications of the UTILITY and that said UTILITY shall furnish water thru said water main when completed, in accordance with the rules and regulations of said UTILITY, and the laws, ordinances, and regulations applicable thereto, now in force, or that may hereafter be adopted.

It is, however, understood and agreed that the UTILITY will not furnish water thru any part or parts of the water main covered hereunder unless and until the entire main shall have been pressure-tested, disinfected, and placed in service and accepted by said UTILITY.

3. It is understood and agreed by and between the parties of this Contract that the CONTRIBUTOR shall furnish all materials, contractual labor, and equipment for the construction of said water main through NORTH EASTERN CONSTRUCTION CO., INC. at a cost of Ninety One Thousand Five Hundred and Eighty Dollars (\$91,580.00) and that said UTILITY shall supply the necessary labor for inspection, pressure-testing, disinfection, engineering, and one (1) 16" x 12" tap at a cost of Four Thousand Seven Hundred and Fifty Eight Dollars (\$4758.00). Therefore, the total cost of said water main is Ninety Six Thousand Three Hundred and Thirty Eight Dollars (\$96,338.00). It is further understood and agreed by and between the parties of this Contract that the said CONTRIBUTOR shall bear the cost of the water main on the basis of a six (6") inch main, the cost of which is Sixty Five Thousand Eight Hundred and Twenty Three Dollars (\$65,823.00) and which amount is the contract price of this Agreement. Therefore, it is agreed that upon completion and acceptance of said water main system by said UTILITY, the UTILITY will pay to said CONTRIBUTOR'S contractor, the difference between the cost of material, contractual labor, equipment, as supplied by the Contractor, as referred to above and the contract price of this Agreement said difference being Twenty Five Thousand Seven Hundred and Fifty Seven Dollars (\$25,757.00).
4. The UTILITY may approve the extension of additional water mains from the water main covered in this contract without incurring any financial obligations to the CONTRIBUTOR under this contract.

5. It is further understood and agreed that, upon completion and acceptance by the UTILITY, the water main and fittings installed under this Contract shall form and be a part of the water works system of said UTILITY, and that all rights, title, and interest whatsoever, shall at all times be and remain in the City of Fort Wayne, Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF FORT WAYNE

BY:

Robert E. Armstrong
Robert E. Armstrong, its Mayor

BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar

Max G. Scott
Max G. Scott

ATTEST:

Ursula Miller

APPROVED AS TO FORM AND LEGALITY:

Harry J. Brown
Associate City Attorney

VILLAGE TWO, INC.

BY:

Joseph L. Lehr, President

BY:

Dwight Craber, Secretary


This instrument prepared by:
D. L. Foland, P.E.
Chief Water Engineer
Fort Wayne Water Utility

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this
15 day of June, 1977, personally appeared
the within named HENRY P. WEHREBERG, ETHEL H. LAMAR, and MAX G. SCOTT,
members of the Board of Public Works, City of Fort Wayne, Indiana,
and URSULA MILLER, Clerk of the Board of Public Works, City of Fort
Wayne, Indiana, to me personally known, who being by me duly sworn,
said that they are respectively the members and clerk of the Board
of Public Works of the City of Fort Wayne, Indiana, and they signed
said instrument on behalf of the FORT WAYNE WATER UTILITY of the
City of Fort Wayne, Indiana, with full authority so to do, and
acknowledged said instrument to be the voluntary act and deed of said
department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official
seal.


Notary Public ANNA J. FOX

My Commission Expires:

3/6/80

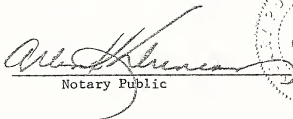
ACKNOWLEDGEMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this
23rd day of May, 1977, personally appeared
the within named JOSEPH L. ZEHR and DWIGHT GRABER
who being by me first duly sworn upon their oaths say that they are
the PRESIDENT and SECRETARY
respectively, of VILLAGE TWO, INC. and as such,
duly authorized to execute the foregoing instrument and acknowledged
the same as the voluntary act and deed of VILLAGE TWO INC.
for the uses and purposes therein set forth.
IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official
seal.



Notary Public

MY COMMISSION EXPIRES:

5-25-78

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TITLE OF ORDINANCE SPECIAL ORDINANCE - WATER CONTRACT NO. 7703 - WATER MAIN FOR LOFTON
WOODS ADD., SEC. III - VILLAGE TWO, INC.
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-77-06-50
SYNOPSIS OF ORDINANCE WATER CONTRACT NO. 7703 - WATER MAINS FOR LOFTON WOODS ADD.,

SEC. III - VILLAGE TWO, INC.

(SEE ATTACHED MEMORANDUM AND CONTRACT)

EFFECT OF PASSAGE INSTALLATION OF WATER MAINS IN LOFTON WOODS ADDITION, SEC. III

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT WATER MAINS

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$25,757.00 FROM WATER UTILITY

ASSIGNED TO COMMITTEE _____